

MASTER AGREEMENT

between the

ELKO COUNTY SCHOOL DISTRICT

and the

ELKO COUNTY SUPPORT STAFF ORGANIZATION

Final Agreement

July 1, 2012 to June 30, 2013

September 24, 2013
Elko County School District
Elko County Support Staff Organization
FINAL - July 1, 2012 – June 30, 2013

**MASTER AGREEMENT
BETWEEN THE
ELKO COUNTY SUPPORT STAFF ORGANIZATION
AND THE
ELKO COUNTY SCHOOL DISTRICT**

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ARTICLE 1 - RECOGNITION

- 1.1 The Elko County District Board of Trustees (Board) recognizes the Elko County Support Staff Organization (Organization) as the exclusive bargaining agent with respect to rates of pay, wages, hours of employment set forth in this Agreement for all Education Support Personnel employed by the Elko County School District (District) at least twenty (20) hours per week in the following job classifications:
- Instructional Assistants (teacher and Library)
 - Classified School Nurses (Added 2000)
 - Building Custodians (Added 2004)
 - Educational Interpreters (Added 2011)
- 1.2 Excluded from the bargaining unit are any supervisory, administrative or confidential employees as defined by NRS Chapter 288, substitute employees, and any substitute or temporary or part-time employees working less than twenty (20) hours per week.
- 1.3 ECSSO unconditionally pledges that it will not engage in any strike as defined by NRS Chapter 288.070. The District unconditionally pledges that it will not engage in any lock-out.

ARTICLE 2 - DEFINITIONS

- 2.1 Agreement refers to this document as the "Negotiated Collective Bargaining Agreement" between the District and the Organization.
- 2.2 Board refers to the Elko County School District Board of School Trustees.
- 2.3 Day refers to any day during which an employee is required to be present on the job. This definition is superceded in grievance procedure, Article 6-2(1)(b).
- 2.4 District refers to the Elko County School District, also known as the Local Government Employer in NRS Chapter 288. This definition is superceded in Article 6-2(1)(b).
- 2.5 Immediate Supervisor refers to the employee's assigned building or site administrator or other supervisor assigned by the district.
- 2.6 Employee refers to any Education Support Personnel classification recognized pursuant to NRS Chapter 288 and employed by the District at least twenty (20) hours per week and who are covered by this Agreement.
- 2.7 EMRB refers to the Local Employee-Management Relations Board, as provided in NRS Chapter 288.
- 2.8 Instructional Assistant refers to an employee who is hired to assist licensed personnel employed by the District.
- 2.9 Member refers to District employees who are dues paying members of ECSSO.
- 2.10 Non-member refers to District employees who are not dues paying members of ECSSO but are covered by this Agreement.
- 2.11 NRS Chapter 288 refers to Chapter 288 of the Nevada Revised Statutes (NRS) and subsequent revisions, also known as the Local Government Employee-Management Relations Act.

- 2.12 Organization refers to the Elko County Support Staff Organization, or ECSSO, which is the entity known as the Employee Organization in NRS Chapter 288 and includes authorized officers and representatives.
- 2.13 Personnel File refers to the formal personnel file kept at the District Office for each employee.
- 2.14 Probationary Employee refers to any employee who is serving a 60 calendar-day probationary period. Probation may be extended by 30 calendar days upon the recommendation of the immediate supervisor. During the probationary period the employee may be discharged at any time with or without cause. Probationary employees are not subject to Article 6 (Grievance and Arbitration Procedure), Article 7 (Employee Rights), and Article 9 (Seniority, RIF, Recall) except as provided in those articles.
- 2.15 School Year refers to the period from July 1st through June 30th.
- 2.16 Superintendent refers to the Superintendent of Schools of the Elko County School District or his/her designated representative.
- 2.17 Work Day refers to an employee's regularly scheduled work days. This definition is superceded in Article 6-2(1)(b).
- 2.18 Work Year refers to the duration of annual employment with the District, typically 194 days for Teacher Instructional Assistants, 194 days for Educational Interpreters, 194 days for Library Instructional Assistants, and 196 days for classified school nurses beginning in August and ending in June each year, and 261 days for Building Custodians beginning in July ending June 30 each year. (Amended 2012)
- 2.19 Classified Nurse refers to an employee who is hired to fulfill the position of classified school nurse and who is a registered nurse with less than a 4-year baccalaureate degree, and does not include nurses with a 4-year baccalaureate degree covered under the District's agreement with the Elko County Classroom Teachers Association. (Added 2000)
- 2.20 Building Custodian refers to a non-supervisory building level maintenance employee with duties as assigned by the District. (Amended 2004)
- 2.21 (new) Educational Interpreter refers to an employee who is hired to fulfill the position of a classified Educational Interpreter or Hearing Impaired Interpreter. The Educational Interpreter must possess a certificate by the Registry of Interpreters for the Deaf (RID) or its successor organization and complete the Educational Interpreter Performance Assessment (EIPA) at a proficiency level of 3.0 or above

ARTICLE 3 – DUES DEDUCTION

- 3.1 Upon written authorization from the employee, the District will make dues deductions from the salary of the employee and make appropriate remittance to the Organization. The form for written authorization shall be approved by the District and the Organization. (Appendix A).
- a. Notice of period when membership in the Organization may be rescinded by a member employee must be conspicuous, printed in larger or other contrasting type or color (NRS 608.110).

- 3.2 No later than September 10 of each school year, the Organization will provide the District with a verified list of employees who have voluntarily authorized the District to deduct Organization dues and the amount to be withheld. The Organization will notify the District in writing by the 10th of each month of any changes to the list. Changes in the amount to be withheld must be submitted to the District in writing at least 30 days prior to the date the change is to be effective. The District will be provided copies of the written authorization forms that will be maintained in the employee's personnel file.
- 3.3 The District will deduct all annual dues owed from an Employee's final check in the event of termination, resignation, or leave of absence.
- 3.4 The Organization and affected employee agrees to indemnify, defend, and hold the District harmless against any and all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization submitted by the Organization or employee to the District.
- 3.5 The Organization agrees to refund to the District any excess amounts paid to the Organization in error upon presentation of evidence of error.

ARTICLE 4 - ORGANIZATION RIGHTS

- 4.1 The Organization may use the District mail system to communicate with employees in the bargaining unit. All general communications will be provided to the Superintendent the day before distribution to members occurs. The system shall not be used to distribute political campaign materials, membership solicitation materials, or materials critical of or adverse to the District as determined by the Superintendent.
- 4.2 Organization membership shall be at the sole discretion of the employee.
- 4.3 In November of each year during the term of this Agreement, the Organization shall furnish the District, in writing, a list of its current officers and business agents or representatives.
- 4.4 The Organization may use District bulletin boards to communicate with employees in the bargaining unit. All materials to be posted must meet the same time frames and criteria as 4-1 above.
- 4.5 Representatives of the Organization may conduct Organization business at the work sites before and after the work day, during normal breaks, and during lunch periods so long as the conduct of such business shall be such as not to interfere with the individual employee's duties or operations of the District. Non-employee representatives of the Organization shall check in with the building or site administrator prior to proceeding to any employee.

- 4.6 The Organization shall be granted up to ten days of leave without loss of pay per year for the Organization officers to attend offsite Organization meetings, conferences, legislative sessions, conventions, or training. The president of the Organization shall notify the immediate supervisor of the day or days to be utilized under this section and the person(s) who will be utilizing such days. The immediate supervisor will not unreasonably deny authorization for such leave unless the granting of such leave would adversely affect the operations of the District as determined by the immediate supervisor. The Organization will reimburse the District the cost of any substitutes used by the District to fill in for employees on leave pursuant to this section which shall not exceed the substitute rate of pay. (Amended 2002)
- 4.7 No employee shall be disciplined, discharged, dismissed, or discriminated against because of lawful activities conducted on behalf of the Organization.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The District has the right without negotiation to carry out those management decisions, functions and prerogatives listed in and limited by NRS 288.150(3) and decisions of the EMRB including but not limited to the right to hire, direct, assign or transfer an employee subject to the requirements of NRS 391.205, but excluding the right to assign or transfer an employee as a form of discipline; the right to reduce in force or lay off any employee because of lack of work, lack of money, District/department reorganization subject to any negotiated lay off procedures in Article 9; the right to determine appropriate staffing levels and work performance standards, except for safety considerations; the content of the workday; including without limitation work load factors, except for safety considerations; the quality and quantity of services to be offered to the public and the means and methods of offering those services; safety of the public; evaluation decisions subject to Article 7-8; decisions to subcontract or consolidate subject to the requirement to negotiate over the impact or effects of such decisions on affected employees; and disciplinary decisions subject to the grievance of disciplinary decisions pursuant to Article 6.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

- 6.1 Purpose
1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems that may arise affecting employees. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.
 2. Both parties encourage employees to resolve their problems with their immediate supervisors whenever possible. The provisions of this article are not intended to preclude an employee from informally discussing a problem

with his or her immediate supervisor prior to filing a formal grievance. Such informal discussions are not a part of the formal grievance procedure.

6.2 Formal Procedure

1. Definitions:

- a. A grievance is an alleged violation of the express terms of this agreement and does not include alleged statutory violations of the NRS. A grievance shall not be used to resolve a dispute for which there is statutory remedy, i.e., issues over which the EMRB has jurisdiction. Form for tracking grievance shall be approved by the District and Association. Appendix B.
- b. Days, as used in this Article, are the days the District office is open. This excludes Saturdays, Sundays, observed holidays, and any days outside the employee's regular work year.
- c. Grievant is the Organization or post-probationary employee(s) covered by this Agreement.
- d. District includes immediate supervisor, Superintendent or Board of Trustees.

2. Level One - Immediate Supervisor

- a. The Grievant shall file a written grievance with the immediate supervisor within twenty (20) days after grievant's knowledge of the grievance or the facts giving rise to the grievance specifying exactly which provision(s) of this Agreement have allegedly been violated including the factual basis for the alleged violation(s) and the remedy sought. The upholding of a grievance at this level is subject to the approval of the Superintendent.
- b. The immediate supervisor shall meet with the grievant a representative of the Organization within ten (10) days of receipt of the grievance to discuss the grievance, and shall respond in writing to the grievant, the Organization, and the Superintendent within ten (10) days following the Level One meeting. (Amended 2000)
- c. In the event a grievance does not involve the immediate supervisor or where the grievance has a potential financial impact greater than 300.00, the grievance will be filed at Level Two.

3. Level Two - Superintendent

If the grievant is not satisfied with the disposition of the grievance by the Immediate Supervisor, the grievant may within ten (10) days of receipt of the written answer from the immediate supervisor, submit the grievance in writing to the Superintendent. The Superintendent or designee shall meet with the grievant and the immediate supervisor

within twenty (20) days of receipt of the notice moving the grievance to Level Two and shall submit a written answer to the grievant within ten (10) days after the completion of the Level Two meeting. In the event that the grievance is regarding dismissal, the matter shall be appealed directly to Level Two within the time frames and in accordance with the procedures set forth in Level One.

4. Level Three – Board of Trustees

- a. If the grievant is not satisfied with the disposition of the grievance by the Superintendent, the grievant may within ten (10) days after receipt of the written answer from the Superintendent, submit the grievance in writing to the Board. The Board shall address the grievance at a regularly scheduled meeting for which a legal agenda can be posted but no later than thirty (30) days after receipt of the grievant's appeal from Level Two. The Board shall meet with the grievant and the Superintendent and shall submit a written answer to the grievant and the Organization within twenty (20) days after the completion of the Level Three hearing.
- b. The Organization will provide all of the written materials it intends to introduce as exhibits to the Board at least seven (7) working days in advance of the Board hearing. Board hearings at level three (3) shall not be scheduled less than 15 days following the Organization's appeal to level three (3) without mutual consent by the parties. (Added 2000)
- c. At the time it provides the written materials, the Organization will state the total amount of time it is requesting for its presentation at the hearing. In the absence of such request, forty-five (45) minutes will be allotted to the Organization. Time requested and allotted pursuant to this section shall not include time to answer questions posed by Board members during the process of the Organization's presentation. (Added 2000)
- d. In the event the Organization has requested more than forty-five (45) minutes, the Board will adjust its agenda accordingly. The Organization will not request a total hearing presentation time in excess of sixty (60) minutes. (Added 2000)

5. Level Four - Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance by the Board of Trustees, the grievant may within ten (10) days after receipt of the written answer from the Board of Trustees, submit the grievance to arbitration by serving written notice of intent to arbitrate on the Superintendent.

Only disciplinary actions involving suspensions without pay exceeding three (3) calendar days and termination may be submitted to binding arbitration. The appeal of all other disciplinary actions ends with the Board of Trustees – Level Three. Performance evaluations are not disciplinary actions and are not grievable under this article.

- b. In the event the grievance is appealed to arbitration the designated representatives of the District and the Organization shall meet within ten (10) days of the filing of the grievance at Level Four and will attempt to jointly select an arbitrator to hear and decide the dispute.
- c. If the parties are unable to reach agreement, either party may request the American Arbitration Association (AAA) to furnish a list of seven arbitrators under its Voluntary Labor Arbitration Rules. Within ten (10) days of receipt of the list, each party shall alternately strike names from the list, and the remaining name shall be the arbitrator. The Organization shall strike the first name. The parties shall equally split any administrative fees assessed by AAA in providing the list.
- d. Arbitration shall comply with the Voluntary Labor Rules of the American Arbitration Association. All hearings held by the arbitrator shall be closed sessions. No party associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.
- e. The arbitrator shall not have the authority to modify, amend, alter, add to, or delete from any provision of this Agreement. An arbitrator in the absence of the expressed written agreement by both parties shall have no authority to rule on any dispute between the parties other than the dispute that was originally processed. The arbitrator's decision will be final and binding on all parties to this Agreement and will be in accordance with the terms and conditions of this Agreement.
- f. The arbitrator's decision shall be submitted in writing to both parties within thirty (30) days of the closing of the record and shall be final and binding on the parties to this agreement except as provided in NRS Chapter 38.
- g. Costs for the arbitrator, any required transcript, rental of facilities and any other fee deemed necessary for the conduct of the hearing shall be split equally between the parties. Costs of preparation, including the costs of calling witnesses and attorney fees, etc. shall be borne by the respective parties.

6. General Provisions

- a. The grievant may be represented by a representative of his choosing at any level of the grievance process. When the Organization represents the grievant in any disciplinary action, communications from the District regarding the grievance shall be copied to the Organization representative.
- b. No reprisal shall be taken by either the grievant, Organization, or the District, or the District's agents, against any participant in the grievance procedure, by reason of such participation.
- c. The District shall make all non-confidential documents that are relevant to any grievance available to the Organization or employee upon receipt of a written request for information. Prior to the final disposition of the grievance all documents, communications and records dealing with the processing of grievances other than the document or action being grieved shall be filed separately from the personnel file(s) of the participants.
- d. Failure of the grievant to comply with the time frames in this Article shall cause the grievance to be forfeited. Failure of the District to timely respond to any grievance within the time frames in this Article shall cause the grievance to automatically be moved to the next step as if the grievance had been timely denied. The parties may agree in writing to extend, decrease or otherwise modify any required time frames.
- e. The grievance procedure is the sole remedy for any grievance.
- f. If joint meetings or hearings are called by the District or Arbitrator during school hours, no aggrieved party or his/her employee representative shall be subject to a salary deduction because of attending such meetings or hearings.
- g. The filing of a grievance does not stay or postpone the action taken by the District which is the basis or ground of the grievance.
- h. Probationary employees are excluded from application of this article.

ARTICLE 7 – EMPLOYEE RIGHTS

- 7.1 No post-probationary employee covered by this agreement shall be disciplined, suspended, terminated, or demoted without just cause and without the reasons for such disciplinary actions being specified in writing to the employee and the Organization.

- 7.2 The District shall maintain, for official school district purposes, one official personnel file for each employee. This file shall be kept under conditions that insure its integrity and safekeeping. No disciplinary document shall be placed into the personnel file without first being presented and copied to the employee and securing the employee's signature or refusal to sign for receipt thereof. Written reprimands will be removed from the personnel file within three (3) years if there is no intervening written reprimand or other similar disciplinary action in which case removal shall not occur until three (3) years after the date of the most recent disciplinary action or written reprimand.
- 7.3 Upon written request to the Superintendent an employee has the right to examine his or her personnel file at the District office. An employee may submit a written response to any material placed in the personnel file and the response shall remain attached to the document to which the response is made for as long as the document remains in the personnel file.
- 7.4 The District will follow a system of progressive discipline for post probationary employees except in those cases where the District determines that immediate suspension or termination may be warranted based on the seriousness of the misconduct. The District will provide the employee and the Organization written notice of charges and an opportunity for an informal pre-disciplinary hearing prior to any termination of employment. The employee may have representation of his/her choice and expense at any pre-disciplinary hearing. The employee and the supervisor initiating the discipline will be required to respond truthfully to any questions by the District and the employee's representative which are related to the alleged misconduct.
- 7.5.1 Probationary employees, as described in Article 2-14, are excluded from application of sections 7-1 and 7-4 of this article.

ARTICLE 8 – SAFETY

- 8.1 The District shall ensure a means of communication between the employee and immediate supervisor. Each principal shall develop procedures to be utilized in an emergency situation when rapid communication or immediate assistance is needed and communicate these to the employees. These provisions will be implemented within the first month of an employee's work year.
- 8.2 An employee shall immediately report to his/her immediate supervisor any unsafe working condition.

ARTICLE 9 – SENIORITY, REDUCTION IN FORCE, RECALL

- 9.1 Seniority shall be an employee's length of continuous service within the employee's job classification.

- 9.2 Within thirty (30) days of ratification and approval of this Agreement the District shall establish a seniority list of those employees in the bargaining unit within the employee's job classification. The employee with the greatest seniority shall be listed first. The seniority list will be updated in September of each year and prior to any personnel action based upon the seniority list. Copies of the list shall be posted on the Organization bulletin board at each work site. Seniority in a job classification will only be the time actually employed in that job classification.
- 9.3.1 The District may lay off or reduce in force bargaining unit employees within specific attendance areas for lack of work, decrease in enrollment, lack of funds, or district-wide or departmental reorganization. Attendance areas set forth in **Appendix C**.
- 9.4 In the event it becomes necessary to lay off or reduce in force bargaining unit employees the District shall lay off employees in the affected job classification(s) based on the employees' qualifications and seniority with the District and seniority within the employee's attendance area. Where employees are otherwise equally qualified as determined by the District the employee with the least seniority in the attendance area will be laid off first.
- 9.5 The District will provide the Organization and affected employees at least four (4) weeks written notice prior to the effective date of any layoff or reduction in force.
- 9.6 The District agrees to meet and consult with the Organization prior to a RIF, and shall make available to the Organization all relevant information giving reasons for the RIF upon written request.
- 9.7 The District will establish a recall list of laid off employees which will be effective for 12 calendar months from the effective date of the lay off. Laid off employees will be sent vacancy announcements for bargaining unit positions for a period of 12 calendar months from the effective date of the lay off, and will be rehired if the former employee remains otherwise qualified for the position and was not involved in any misconduct during the layoff that would otherwise disqualify any applicant from consideration. The former employee will keep the district advised of his/her current address. Laid off employees who remain otherwise qualified for their former position shall be recalled in order of seniority to vacant positions in the classification that was laid off.
- 9.8 Employees recalled under this article to the employee's former job classification shall retain all seniority to the date of the lay off, wage/step and all other benefits accumulated (and not paid off) prior to the lay off.
- 9.9 Prior to implementation of a reduction in force pursuant to this Article, the District will provide an opportunity for the employees to voluntarily reduce in force under the terms of this Article.

- 9.10 Probationary employees are the least senior and shall be laid off first and are otherwise excluded from application of this article.

ARTICLE 10 – NON-DISCRIMINATION

The parties to this agreement will not discriminate because of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

ARTICLE 11 – WORKING HOURS AND CONDITIONS

- 11.1 The total number of days per year shall be set forth in the salary schedule prepared by the District.
- 11.2 Pursuant to NRS 608.019, all bargaining unit employees shall receive an unpaid thirty (30) minute, duty-free lunch period each work day. Employees will also be permitted to take rest periods, which, insofar as practicable, shall be in the middle of each work period. The duration of the rest periods shall be based on the total hours worked daily at the rate of 10 minutes for each 4 hours or major fraction thereof. Rest periods need not be authorized however for employees whose total daily work time is less than 3 and one-half hours. Authorized rest period shall be counted as hours worked, for which there shall be no deduction from wages.
- 11.3 The regular work week for instructional assistants, educational interpreters and classified school nurses covered under this Agreement shall be scheduled between Monday and Friday. The regular work week for building custodians shall be scheduled between Monday and Sunday.
- 11.4 Any employee called back into work during non-working hours shall be paid a minimum of one and one-half hours base pay at the employee's regular hourly rate for each call back. Call back includes a required extension of the employee's work day to attend I.E.P.'s, extended bus duty, required staff meetings, and any other required extension of the work day directed and approved by the employee's immediate supervisor. By mutual agreement between the principal and the employee, the above call-back provision may be reimbursed one and one-half compensatory hour for each hour worked overtime in compensatory time off which must be used within the work year in which earned. Any unused compensatory time will be paid off at one and one-half (1 ½) times the regular hourly rate by June 30th of the school year in which it is earned. (Amended 2001)
- 11.5 Where appropriate, as determined by the District, employees will be informed of health or other special conditions of students under the employee's control that would require special or emergency services on the part of the employee.

- 11.6 It shall be the responsibility of each employee covered by this agreement to review, become familiar and comply with all applicable rules, policies and regulations of the District. It is the District's responsibility to provide copies of all applicable District rules, policies and regulations to each work site for review by members of the bargaining unit.
- 11.7 The District will enforce its rules, policies and regulations in a non-discriminatory manner (as defined by Article 10) based on the facts and circumstances applicable to each situation or alleged violation of its rules, policies and regulations. Changes in District rules, policies and regulations shall be provided to all affected employees and posted on Organization bulletin boards at least ten (10) calendar days before the effective date (when school is in session) except where circumstances dictate a shorter notification period. (Amended 2002)
- 11.8 The District will list on the employee's job description any license or certification requirements that are a condition of employment or continued employment.
- 11.9 The District will reimburse employees the cost of obtaining any District required certifications that are in excess of those required by the employee's job description at the date of hire.
- 11.10 Employees shall be paid at their regular hourly rate for attendance at mandatory training sessions.
- 11.11 Employees are prohibited from using personal electronic communications devices during the work day except in emergency situations. This would include, but not be limited to, cell phones, pagers and beepers. (Added 2000)
- 11.12 Overtime: Employees actually working more than 40-hours in the employee's seven (7) day work period shall be paid at the rate of one and one-half times the employee's regular (base) hourly rate. Lunch breaks and any paid and unpaid time off shall not be counted as hours actually worked for purposes of computing overtime compensation. In addition, employees temporarily assigned to work Saturdays and/or Sundays with less than 48 consecutive hours notice prior to the day to be worked will be paid overtime for such hours without regard to the above 40-hour threshold.

ARTICLE 12 – VACANCIES & INVOLUNTARY TRANSFERS

12.1 Voluntary Transfers

- A. The District may advertise and fill vacancies of bargaining unit positions from qualified applicants from inside and outside the District.
- B. Notices of vacancies of bargaining unit positions shall be posted at each school, in a location designated for this purpose, at least five (5) days prior to the position being filled. Additionally, vacancies will be posted on the district web site as each vacancy occurs.

- C. The Association president will receive updated vacancy notices monthly.
- D. A bargaining unit employee wishing to be considered for the vacancy shall notify the District central office within the time period set forth in the vacancy announcement.
- E. Qualified bargaining unit employees will be interviewed by the applicable administrator. Upon completion of the interview process, all employees requesting transfers to existing vacancies shall be notified of the disposition of their request within ten (10) working days of the interview.

12.2 Involuntary Transfers

- A. Involuntary transfers shall be in accordance with NRS 391.205.
Involuntary transfer or reassignment of unlicensed employees
 - 1. Except as otherwise provided in subsection 12.2(A)(2), any involuntary transfer or reassignment of an unlicensed employee must be based on assignment and seniority and may not be made as a form of discipline.
 - 2. An unlicensed employee may be reassigned for less than 30 days in response to temporary requirements for work.
 - 3. If an unlicensed employee believes an involuntary transfer or reassignment was made as a form of discipline, he may file a grievance on that issue.

ARTICLE 13 - SALARY & COMPENSATION

13.1 Placement on the Salary Schedule:

Current classification Levels 8, 9, 10 and 11 for Teacher Instructional Assistants and Library Instructional Assistants I, II, III and IV on the attached employer and employee paid retirement salary schedules. **Appendix D.**

Current classification Level 22 for Classified Nurses are on the attached employer and employee paid retirement salary schedules. **Appendix D.** (Added 2000)

Current classification Level 7 for Custodians are on the attached employer and employee paid retirement schedules. **Appendix D.**

Current classification Levels 16, 18, and 21 for Educational Interpreters are on the attached employer and employee paid retirement schedules. **Appendix D (Added 2012)**

13.2 Annual Movement on Salary Schedule:

- a. Conditioned on an overall standard or better performance rating on the employee's annual performance evaluation the employee will be entitled to move one step on the approved salary schedule at the beginning of the succeeding school year not exceeding the top step on said schedule.
- b. Salary Step Placement – Salary step placement of all new employees shall be determined in the following manner:
 1. Credit prior years' experience up to two (2) years. Placement would then be on the third salary step.
 2. Prior experience must be verified by previous employers prior to granting credit.
 3. Prior in-District experience may be credited to placement on the fifth salary step.

Salary step placement of all continuing employees shall be determined in the following manner:

1. Add one step for each successful completion of a year or partial year on July 1 of each year up to step 5.
2. After step 5, merit steps may be added upon completion of two (2) or more years successful service and the recommendations of the immediate supervisor, the administrator directly in charge and the concurrent of the Superintendent or designee.

Placement of staff on the salary schedule upon initial employment shall be completed by staff with verification of placement by the administrator in charge of non-certified staff. Normal employment will be the first step for a 30-90 day trial period following which up to two years outside experience or all in-District experience may be credited. Previous outside employment must be verified in writing before being credited.

- c. Merit System – The merit system of salary advancement has been established in order that an employee may be rewarded for continued high performance over an extended period. The employee must have received an "Exceeds Standards" summative rating on all evaluations of his performance during the two (2) immediately preceding years in order to be eligible for merit step advances. A system of review by the Superintendent, or designee, shall be utilized prior to advancement on the merit steps. An employee may request a review of the evaluations as provided in District policies.

An employee may be advanced one level as a merit raise after having been placed on the 5th step of the salary schedule for a minimum of two years. Merit raises may be granted a maximum of twice at intervals of two years and only when the employee has achieved an "Exceeds Standards" summative rating on all evaluations. Following the second merit raise, two additional merit raises are to be granted in five year intervals of service. No additional merit raises are to be granted. Merit raises shall remain in force until "Not Satisfactory" or "Requires Improvement" summative evaluation rating is received. At that time, the employee shall be placed at one level below the current merit salary level placement beginning on July 1 of the next fiscal year.

Recommendations for merit increases shall be made annually in writing prior to January 1. If granted, the merit increase will take place on the first day of the next fiscal year, July 1.

13.3 Salary Increase

2012-2013 – 2% increase for the 2012-2013 salary schedule retroactive to the beginning of the employee's respective start date for the 2012-13 year.

0% increase for the 2009-2010 salary schedule. Movement on the 2009-2010 salary schedule will be computed as in prior years effective July 1, 2009 for Custodians and effective the beginning of the 2009-2010 school year for Teacher Aides and Classified Nurses.

0% increase for the 2011-2012 salary schedule. Movement (Step and Merit) on the 2011-2012 salary schedule will be frozen effective July 1, 2011 – June 30, 2012 for Custodians, Teacher Aides and Classified Nurses.

PERS Increase – In lieu of following Nevada laws regarding allocation of PERS contributions, the District will pay any increase to the Employer Retirement System mandated for July 1, 2009.

PERS Increase – The District will pay for the employer and employee portions of the July 1, 2011 2.25% PERS increase.

- 13.4 Effective June 8, 2004 Instructional Aides who are hired as/or become "highly qualified" pursuant to the requirements of Nevada law shall be classified as a Level III-Instructional Aide.

13.5 Annualized Paychecks

All employees covered by this Collective Bargaining Agreement shall be paid based upon an annualized Monthly Pay Schedule. Under this Schedule, employees will be paid twelve equal monthly paychecks over the calendar year on or about the 25th day of each month.

ARTICLE 14 – LEAVES

14.1 Sick Leave:

1. Sick leave shall be granted on the basis of fifteen (15) days per year and shall accumulate to a maximum of 193 days for Instructional Assistants, Educational Interpreters and Classified School Nurses. Accumulated sick leave will appear on each employee's monthly pay warrant. Sick leave is earned at the rate of 1.5 days per month for ten months. (Amended 2000)
2. Sick leave shall be granted for the following reasons:
 - a. Personal illness or disability due to accident.
 - b. Illness, accident, or death in the immediate family; or
 - c. A regularly scheduled medical or dental appointment for the employee or member of the employee's immediate family.
3. Immediate Family refers to spouse, children, parents, sister, brother, mother-in-law, father-in-law, grandparents, or grandchildren.
4. An employee who is unable to work because of personal illness or disability, and who has exhausted all accrued sick leave, may be granted a leave of absence without pay for the duration of such illness or disability for up to one calendar year from the date such leave is approved.
5.
 - a. Upon Nevada PERS retirement from the District, the Employee is entitled to payment for unused sick leave at the rate of one half the regular hourly rate at the date of retirement. An employee who has fifteen (15) but less than twenty (20) years of service with the District is entitled to a payment of not more than \$2,500. An employee with twenty (20) but less than twenty-five (25) years of service with the District is entitled to a payment of not more than \$3,750. An employee with twenty-five (25) or more years of service with the District is entitled to a payment of not more than \$5,000.
 - b. Upon death of an employee who is employed by the District at the time of death, the employee's beneficiaries are entitled to receive reimbursement for the employee's unused sick leave at the same rates listed in (a) above.
6.
 - a. The Superintendent reserves the right to require that an employee provide documentation from the attending/treating physician as to the reason(s) for any sick leave extending beyond ten (10) consecutive school days. (Added 2000)
 - b. The Superintendent reserves the right to require the employee to submit to an independent medical evaluation by a physician of the District's

choice, at District expense, for any use of sick leave that extends beyond ten (10) consecutive work days. (Added 2000)

7. Non-emergency use of sick leave for doctor or dental appointments shall not be taken:
 - a. During employee workdays prior to the first day of school, during the employee's workday following the last day of school, the first week or the last week of the school year or during final examination time, or
 - b. Immediately before or after a holiday or vacation period without at least five (5) working days prior written notification, except in emergency situations, and without the prior approval of the principal and the Superintendent. (Added 2000)
8. Should an employee be absent from his/her assignment for more than (5) consecutive days or should there be a pattern of chronic or repeated absences, or the district has cause to suspect an abuse of a leave, the Superintendent reserves the right to require the employee to provide verification of illness/debilitating condition from a physician in order to establish that the absence meeting the criteria stipulated in Article 14.1.2.

14.2 Sick Leave Bank:

Employees may participate in the District Sick Leave Bank in accordance with the rules of the bank. **Appendix E.**

14.3 Donation of Sick Leave

Employees may make one or more voluntary irrevocable donations of the employee's vested sick leave in increments of twenty (20) days or more to another school employee under the following conditions:

- a. Sick leave may be donated to another employee who is categorized as 1st or 2nd degree on the Nevada Consanguinity/Affinity Chart (parent, child, spouse/domestic partner*, grandparent, brother/sister, grandchild, parent-in-law, or daughter/son-in-law;
- b. Sick leave may not be donated to other employees outside of the 1st or 2nd degrees on the Nevada Consanguinity/Affinity Chart;
- c. Sick leave may not be donated to another employee until the employee has exhausted all related leave;
- d. Sick leave may not be donated to another employee until the employee has exhausted all other existing leave support systems such as the Sick Leave Bank.

14.4 Personal Annual Leave and Personal Business Leave: (Amended 2000)

- a. Personal Annual Leave: An employee shall be granted two (2) days of annual leave per year for personal reasons (personal business, death of other than immediate family or wedding involving a member of the employee's immediate

family) which shall be used or forfeited in the school year accrued. Annual leave referenced in 14-3(a) will not be deducted from accrued sick leave. (Amended 2002)

One day of annual leave will be deducted from accrued sick leave.

Scheduling of annual leave is subject to approval of the employee's teacher and principal. Such approval will not be unreasonably withheld. Annual leave shall not be taken during the first week or the last week of the school year or during final examination time.

Annual leave shall not be requested immediately before or after a holiday or vacation period without at least five (5) working days prior written notification, except in emergency situations, and without the prior approval of both the employee's teacher/ immediate supervisor and principal.

Annual leave referenced in 14-3(a) will not be deducted from sick leave.

14.4 Personal Business Leave

Each bargaining unit member shall be entitled each year of his employment to three (3) days leave to be deducted from accrued sick leave to be used for the following purposes: (a) Personal business involving such entities as courts, lawyers, banks, credit unions, and local governments whose hours limit accessibility during regular work hours; (b) death of other than immediate family; (c) wedding involving the employee's immediate family; (d) graduation exercises from high school or college by an employee's immediate family. Personal business leave shall not be taken during the first week or the last week of the school year or during final examination time. (graduation of immediate family member or enrollment in a college class excepted). Personal leave shall not be requested immediately before or after a holiday or vacation period without at least five (5) working days prior written notification, except in emergency situations, and without the prior approval of the employee's teacher and principal. Immediate family as defined in 14-1(3). (Added 2000) (Amended 2002)

14.5 Leave Without Pay for Unforeseen Circumstances:

With notification to the Principal and with the approval of the Superintendent, leave without pay may be granted when unforeseen circumstances prevent an employee from exercising his/her duties. Unforeseen circumstances shall mean such occurrences as cannot be reasonably foreseen under normal circumstances.

14.6 Maternity Leave:

The District will comply with the FMLA (Family Medical Leave Act) regarding any maternity leave. The employee will use any accrued paid sick leave prior to using unpaid FMLA leave. The employee's paid sick leave shall count against the 12 week maximum under the FMLA.

14.7 Adoption Leave:

The District will comply with the FMLA (Family Medical Leave Act) regarding any adoption leave. The employee will use any accrued paid sick leave prior to using unpaid FMLA leave. The employee's paid sick leave shall count against the 12 week maximum under the FMLA.

14.8 Military Leave:

Military leave will be granted as provided in NRS 281.145.

14.9 Court Leave:

An employee who serves as a member of a jury or is subpoenaed to appear in court shall not have a loss in pay due to such service.

14.10 Vacation Leave: Twelve (12) month Employees:

An employee, in order to be eligible for a paid vacation, must be classified as a twelve-month employee. Vacation time shall be taken at times approved by the employee's Building Principal, or Site Administrator.

Vacations must be taken within the fiscal year earned. An extension to December 31 of the succeeding fiscal year may be granted upon request. If an employee is unable to utilize the full vacation within this time period they shall be paid the daily wage for each day not used, if it is verified by his immediate superior that the employee was unable to use his vacation days due to this being required to work.

Length of Vacation

1. An employee shall receive ten (10) work days of paid vacation upon completion of one (1) through five (5) years of employment. They shall accrue 10/12 days per month employed.
2. An employee shall receive fifteen (15) work days of paid vacation at the beginning of year six (6) through the completion of ten (10) years of employment. They shall accrue at 15/12 days per month employed.
3. An employee shall receive twenty (20) work days of paid vacation at the beginning of year eleven (11) through the completion of twenty (20) years of employment. They will accrue at 20/12 days per month employed.
4. An employee shall receive twenty-five (25) work days of paid vacation at the beginning of year twenty-one. They will accrue at 25/12 days per month employed.

5. Legal holidays shall not be counted as vacation days.

ARTICLE 15 – INSURANCE

- 15.1 Employee only premium and Retiree premiums will be increased five percent (5%) effective July 1, 2012 and 30 days following ratification and approval respectively. Dependent premiums will be increased two and one-half percent (2.5%) effective 30 days following ratification and approval.
- 15.2 The following changes to the self-insured health fund become effective on February 1, 2003:
- a. Enrollment in the program will no longer be open. With certain exceptions (listed in the Special Enrollment Periods section of the Plan Document), all enrollments in the health insurance plan will open two (2) business days before the first work-day and will close on the last working day of September of each school year. New employees and dependents meeting any of the special enrollment qualifications listed in the Plan Document who seek to join the plan after the aforementioned September deadline will be allowed thirty (30) calendar days from the date of the qualifying event to enroll in the plan.
 - b. The maximum Chiropractic benefit (per participant) will be \$1,000 per plan year, subject to deduction and co-insurance. This limit will be on the 80% that the plan pays after an individual/family deductible has been met.
 - c. Dependents will not be covered after age 18 unless they are eligible and regularly enrolled full-time post-secondary students. Eligible post-secondary students may be covered for up to 5 years after their scheduled high school graduation.
 - d. The term legal guardian will be changed to a "state district court-appointed guardian," in order to bring the plan's terminology in agreement with District Policy AD.
 - e. Each individual emergency room visit is subject to a \$100 fee (waived upon admission to the hospital).
 - f. Dependent and retiree monthly premiums will increase 10% on and after 6/1/04.
 - g. Amend current prescription (Rx) benefit to add the lesser of a \$50 deductible for each participant or \$100 deductible for each family in the plan effective October 1, 2004.
 - h. If the Fund/account cash basis balance shown by the District Self-Insurance Fund Balance and Claims Status Report (report attached as Appendix F) provided by District Insurance Administrator beginning July 1, 2004 shall (1) show a decline for six (6) consecutive months or (2) an overall decline of \$275,000 anytime

during this agreement or extension thereof the parties (District, ECCTA, ECSAA, AND ECSSO) shall schedule a meeting within two weeks (14 calendar days) to arrive upon a satisfactory remedy to be implemented within thirty (30) calendar days of the date of the report.

If a remedy is not agreed to within two weeks (14 calendar days) of the report showing a decline, the parties shall implement a 4.0% premium increase for employees, dependents and retirees and, if needed, amend office visit co-pay \$5.00 per visit for Doctor visits and for specialists within thirty (30) days after the parties have met but have not reached an alternative remedy. The above time frames may be changed with written consent of all parties.

The District will provide copies of the report to the ECCTA, ECSAA, AND ECSSO Presidents or designees. The report will contain twelve (12) months of balance data.

The District will continue to review other health insurance options during the term of this agreement including but not limited to the NSEA Health Insurance Trust.

- 15.3 The following changes to the self-insured health fund become effective on January 1, 2010:
- i. A 4th tier will be added to the prescription plan that establishes a 25% co-pay with a \$500 maximum out of pocket, per prescription, for all prescriptions in excess of \$1,500.
 - j. Physical therapy benefits will be limited to 20 visits, per calendar year, with a \$25 co-pay.
 - k. Calendar year deductibles will be revised according to the following schedule:
 - a. \$600 per covered person, Network Provider
 - b. \$700 per covered person, Non-Network Provider
 - c. \$1,300 per family unit, Network Provider
 - d. \$2,100 per family unit, Non-Network Provider
 - e. \$3,000 maximum out of pocket, Network Provider
 - f. \$6,000 maximum out of pocket, Non-Network Provider
 - l. Life insurance benefits will be limited to an amount which is two (2) times the employee's current salary or \$20,000 which ever is greater.

Employees are solely responsible for the entire cost of the premium for group health insurance for their eligible dependents through automatic payroll deduction and subject to the terms and conditions of the group policy.

The District shall continue the preventative health benefits at the current level.

ARTICLE 16 – RETIREMENT

16.1.1 All eligible employees covered by this agreement shall participate in the Public Employees Retirement System of the State of Nevada in accordance with the rules and regulations of that system.

*Employees hired after January 1, 2010 are subject to retirement eligibility criteria established in NRS 286.510.

ARTICLE 17 – SAVINGS CLAUSE

- 17.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will be deemed valid except to the extent expressly invalidated by the court, and all other provisions will continue in full force and effect. The parties shall immediately meet to negotiate regarding the invalidated language unless it would be unlawful to do so or the language does not involve a mandatory subject of bargaining.
- 17.2 It is intended that this Agreement sets forth the complete understanding of the parties regarding the matters included herein.
- 17.3 During the term of this Agreement specifically listed benefits contained in the Agreement will not be changed except by mutual written agreement.
- 17.4 Any agreement, alteration, understanding, waiver, or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this agreement and, if required, approved and implemented the Board of Trustees.

ARTICLE 18 – WAIVER

The District and ECSSO acknowledge the unlimited right and opportunity afforded during the negotiations to make demands and proposals with respect to any mandatory subject of bargaining pursuant to NRS Chapter 288 and decisions of the EMRB and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and ECSSO, for the life of this Agreement, each voluntarily waive the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or other mandatory subject of bargaining not covered by this agreement, except as referred to in Article 17 – Savings Clause.

ARTICLE 19 – TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2012 to June 30, 2013, except as otherwise provided in specific effective dates provided herein.

The Agreement continues in force and effect during periods when the Agreement is being renegotiated in good faith by both parties pursuant to NRS 288.180(1).

Current Language – Anything not amended by this tentative agreement or other signed tentative agreements/MOUs retain current language except for correction of typographical errors and deletion of obsolete language.

Contains All Agreements – This written tentative agreement contains all of the agreements of the parties and supersedes any other written or oral discussions, negotiations or agreements and closes negotiations on all disputed issues.

Ratification and Approval – The Organization and District negotiating teams will affirmatively recommend approval of this tentative agreement to their respective constituents. If either the Association fails to ratify or the Board of Trustees fails to approve this tentative agreement, it is void and may not be referred to or introduced in any arbitration hearing.

ECSD
By: Thad Ballard
Thad Ballard, President

Date: 9/24/13

ECSD
By: Jeff Zander
Jeff Zander, Superintendent

Date: 9/24/13

ECSD
By: Mike Smith
Mike Smith, Representative

Date: 9/20/13

ECSSO
By: Jeanice Jensen
Jeanice Jensen, President

Date: 9-20-13

APPENDIX A	DUES DEDUCTION FORM
APPENDIX B	GRIEVANCE TRACKING FORM
APPENDIX C	ATTENDANCE AREAS
APPENDIX D	SALARY SCHEDULES (Attached)
APPENDIX E	SICK LEAVE BANK RULES
APPENDIX F	INSURANCE BENEFITS SUMMARY
APPENDIX G	DRUG AND ALCOHOL POLICY – MOU

APPENDIX A

DUES DEDUCTION FORM

Payroll Authorization for Elko County Support Staff Organization and Declaration:

I hereby authorize the Elko County School District to deduct from my salary and pay to the Elko County Support Staff Organization the total monthly amount agreed to by the Organization and me. I understand I can only rescind this authorization according to the Organization bylaws in the membership form I have signed with the ECSSO/NSEA as follows:

"... that I may revoke this authorization by giving written notice to that effect to my employer and the local association between July 1 and July 15 of any calendar year ..."

The District is held harmless concerning any dispute between myself and ECSSO/NSEA involving deduction of my dues. The Association will inform the District of the amount to be deducted from my paycheck.

This authorization of Dues Deduction is subject to the requirements of Article 3 of the Master Agreement between the District and the ECSSO.

Signature of Employee- Member

Date

PRINTED NAME

Social Security Number

The amount to be deducted on a monthly basis from the above member's paycheck is:

DUES: \$ _____

Signature of Authorized ECSSO Official

APPENDIX B
GRIEVANCE INFORMATION TRACKING FORM

Grievant:

Name: _____

Address: _____

School Phone: _____; Home Phone: _____

Job Family _____ Job Location: _____

Date of alleged event: _____

Summary of Grievance; Provisions of Agreement allegedly violated:

Grievance Tracking:

Date Filed _____; Grievance # _____
[within 20 days of knowledge]

School _____ Administrator _____

ECSSO representative _____

FORMAL PROCEDURE: LEVEL ONE

Form of Disciplinary Action: Verbal ____; Written Warning ____; Written reprimand ____; Statutory Admonition ____; Suspension ____; Dismissal ____

Request to waive timelines by _____ on (date) _____
_____. Granted ____; Denied _____

Investigative Process:

Notice to meet received on _____

Date of Level One Meeting _____
[Within 10 days of receipt of grievance]

Request for Information: received ____; sent _____

Written Response by Grievant submitted on _____
(Date)

Date of Response to Level One meeting _____
[Within 10 days following L-1]

Level One Response received on _____

LEVEL TWO – SUPERINTENDENT

Appeal to Level 2 sent/received on _____
[Within 10 days after L-1 response received]

Conference with Superintendent on _____
[Within 20 days of receipt of appeal to L-2]

Written answer receive from Level Two _____
[Within 10 days following L-2]

Request to waive timelines by _____ on (date) _____
_____. Granted ____; Denied _____

LEVEL THREE – BOARD OF TRUSTEES

Appeal to Level 3 sent/received on _____
[Within 10 days after L-2 response received]

Board Level Hearing date: _____
[Within 30 days of receipt of appeal to L-3]

Level Three Hearing answer sent/received on _____
[Within 20 days following L-3]

Request to waive timelines by _____ on (date) _____
_____. Granted ____; Denied _____

LEVEL FOUR – BINDING ARBITRATION

Date of Appeal Level 3 decision to Arbitration _____
[Within 10 days after receipt L-3]

Joint selection of Arbitrator on _____
[Within 10 days after filing appeal to L-4]

Request sent to American Arbitration Association on _____

Confirmation letter from AAA _____

Arbitrator list from AAA _____

Notice to AAA of selected arbitrator _____

a) Name of Arbitrator _____

Confirmation of hearing date from AAA _____

Arbitration Decision received on _____

[The page contains faint horizontal lines, suggesting it was part of a lined notebook or document.]

September 24, 2013
Elko County School District
Elko County Support Staff Organization
FINAL - July 1, 2012 – June 30, 2013

APPENDIX C

ELKO COUNTY SCHOOL DISTRICT
SUPPORT STAFF – ATTENDANCE AREAS
(Article 9)

ELKO CITY ATTENDANCE AREA

Elko Grammar #2 – Independence Valley
Elko Senior High School
Flag View Intermediate School
Mountain View Elementary School
Northside Elementary School
Southside Elementary School
Sage Elementary School
Spring Creek Elementary School – Ruby Valley School
Spring Creek Middle School
Spring Creek High School
Carlin Combined Schools
(Amended 2002)

JACKPOT ATTENDANCE AREA

Jackpot Combined Schools – Jarbidge School – O’Neil School (closed 98-99)

OWYHEE ATTENDANCE AREA

Owyhee Combined School

WELLS ATTENDANCE AREA

Wells Combined Schools – Currie School – Montello School

WEST WENDOVER ATTENDANCE AREA

West Wendover Combined Schools

APPENDIX D
SALARY SCHEDULES (See Attached)

**ELKO COUNTY SCHOOL DISTRICT
YEARLY WAGE RATES ORGANIZED
CLASSIFIED PERSONNEL ON DISTRICT-PAID RETIREMENT
2013-2014**

9/2013
retro 7/1/2012

CLASSIFICATION	DAYS WORKED	DAILY HOURS	LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Building Custodian	261	8	7	24,930.72	26,183.52	27,498.96	28,877.04	30,317.76
Classified Nurse	196	7	22	32,269.44	33,888.40	35,589.68	37,373.28	39,239.20
Education Interpreter Apprentice 3.0	194	7	16	25,163.74	26,426.68	27,743.94	29,129.10	30,582.16
Education Interpreter Intermediate 3.1-3.9	194	7	18	27,255.06	28,613.06	30,038.96	31,546.34	33,121.62
Education Interpreter Advanced 4.0-5.0	194	7	21	30,704.38	32,238.92	33,854.94	35,552.44	37,331.42
Instructional Asst. II	194	7	9	18,142.88	19,052.74	20,003.34	21,008.26	22,053.92
Instructional Asst. III (Paraprofessional)	194	7	10	19,174.96	20,139.14	21,144.06	22,203.30	23,316.86
Instructional Asst. IV (Paraprofessional)	194	7	11	20,044.08	21,049.00	22,108.24	23,208.22	24,362.52

**ELKO COUNTY SCHOOL DISTRICT
YEARLY WAGE RATES ORGANIZED
CLASSIFIED PERSONNEL ON EMPLOYEE-EMPLOYER PAID RETIREMENT
2013-2014**

9/2013
retro 7/1/2012

CLASSIFICATION	DAYS WORKED	DAILY HOURS	LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Building Custodian	261	8	7	28,438.56	29,858.40	31,361.76	32,927.76	34,577.28
Classified Nurse	196	7	22	36,824.48	38,662.96	40,597.48	42,628.04	44,754.64
Education Interpreter Apprentice 3.0	194	7	16	28,708.12	30,147.60	31,654.98	33,243.84	34,900.60
Education Interpreter Intermediate 3.1-3.9	194	7	18	31,098.20	32,659.90	34,289.50	36,000.58	37,806.72
Education Interpreter Advanced 4.0-5.0	194	7	21	35,036.40	36,788.22	38,621.52	40,549.88	42,573.30
Instructional Asst. II	194	7	9	20,709.50	21,741.58	22,827.98	23,968.70	25,163.74
Instructional Asst. III (Paraprofessional)	194	7	10	21,877.38	22,977.36	24,131.66	25,340.28	26,603.22
Instructional Asst. IV (Paraprofessional)	194	7	11	22,868.72	24,009.44	25,204.48	26,467.42	27,784.68

APPENDIX E

ELKO COUNTY SCHOOL DISTRICT SICK LEAVE BANK PROCEDURE

1. PURPOSE

- 1.1 The Sick Leave Bank is provided to help personnel who are unable to perform the duties of their position due to personal illness or disability, and as a result have exhausted their sick leave accumulation. Also covered is illness or disability in the employee's family, for which the employee is the only person who can provide the necessary care.

Sick Leave Bank Requests may be denied by the Sick Leave Bank Committee and may not be limited to the following reasons:

- 1.1.1 Intent to use the Sick Leave Bank for maternity leave.
- 1.1.2 Intent to use the Sick Leave Bank to augment sick leave for no valid and/or documentable reason.
- 1.1.3 Intent to use the Sick Leave Bank to provide a blanket coverage for other than an employee's family.
- 1.1.4 Intent to use the Sick Leave Bank for personal business.
- 1.1.5 Intent to use the Sick Leave Bank for elective surgery.
- 1.1.6 Special circumstances may exist and will be dealt with at the discretion of the Sick Leave Bank Committee.
- 1.1.7 Intent to use the Sick Leave Bank to augment previously used sick leave which exhibits a clearly defined pattern of abuse with no documentable reason.

2. ELIGIBILITY

- 2.1 Employees interested in participating in the Sick Leave Bank shall complete and submit a Sick Leave Bank Participation/Authorization form to the Central Office.
- 2.1.1 Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period, from the beginning of school through October 1.
 - 2.1.2 Sick Leave Bank participation/Authorization forms are available through the Central Office.

2.1.3 Employees are not eligible for participation in the Sick Leave Bank if in the first year of employment with the District.

2.1.3.1 *Employees become eligible for participation in the Sick Leave Bank in their second year of employment with the District if their sick leave balance is (5) days or more.

*Applicable to eligible employees hired after the date of the ratification of the 2009-2010 CBA.

2.2 Employees participating shall donate and have deducted from their accumulated sick leave no more than the equivalent of one (1) day at any time.

2.3 Employees participating in the Sick Leave Bank shall continue their participation from year to year, unless they notify the Central Office in writing.

2.3.1 An employee who withdraws from the Sick Leave Bank may not be reimbursed for the sick leave time already contributed.

2.3.2 Whenever the accumulation of time in the Sick Leave Bank is less than the equivalent of 50 days, the Sick Leave Bank Committee will inform the Bank membership that a special assessment of one sick leave day per member will be made to reimburse the Bank.

2.3.3 Days in the Bank that were not used during the school year will carry over to the next year.

3. ASSISTANCE

3.1 Only employees who have contributed to the Sick Leave Bank are eligible to receive assistance from the Sick Leave Bank.

3.2 Employees must exhaust all available sick leave before they can become eligible to receive assistance from the Bank.

3.3 Employees who wish to apply for assistance from the Sick Leave Bank shall complete and submit a Sick Leave Bank Assistance Application to the Central Office. Sick Leave Bank Assistance Applications are available upon request from the Central Office.

3.4 The maximum number of days which can be granted from the Bank at any one time is twenty (20). Additional days can be granted from the Bank only after review and an additional application.

3.5 The Sick Leave Bank Committee shall consist of employee groups as follows: two members appointed by the ECCTA President, two members appointed by the ECSSO President, two members appointed by the ECSAA President, two

at-large members not represented by one of the recognized bargaining units appointed by the Sick Leave Bank, and one Central Office administrator appointed by the Superintendent. Each Committee member shall have an alternate to serve on the committee, in the same manner described above, in their absence. Every effort shall be made to protect the anonymity of Sick Leave Bank Committee members.

3.5.1 The Sick Leave Bank Committee shall review the employee's Sick Leave Bank Application and sick leave account and usage. The results of this review shall be used in the Sick Leave Bank Committee's decision to approve or deny a Sick Leave Bank Application.

3.5.2 For recommendation to be rendered on an application, at least one member from each of the employee groups defined in 3.5 or their respective alternates of the Sick Leave Bank Committee must be in attendance. Recommendations will be determined by majority vote, if consensus cannot be reached.

3.5.3 If the Sick Leave Bank Committee recommends an application for denial the affected employee will be notified of the recommendation and the reasons why. If the employee disagrees with the recommendation and has new information/documentation for the Committee to consider, the employee can request an appeal.

When an appeal is processed the Sick Leave Bank Committee will reconvene to review the application, the new information/documentation and the policies and procedures.

3.5.4 Following any processed appeal, the decision of the Sick Leave Bank Committee will be final and is not subject to the grievance procedures defined in Article 6 of the Master Agreement.

3.5.5 An employee approved for assistance from the Sick Leave Bank may be granted a maximum number of sixty (60) days of sick leave per illness per year.

3.5.6 In extreme circumstances the Sick Leave Bank Committee can approve additional days beyond the sixty (60) day limit. The decision to award extra days rests with the Sick Leave Bank Committee.

Any sick leave that an employee receives from the Sick Leave Bank which was not used at the time the illness or disability ceased to exist or upon resignation or termination of the employment of the employee shall be returned to the Sick Leave Bank.

4. DEFINITIONS

- 4.1 "Year" is the school year - July 1 through June 30 for year round employees and September 1 through August 31 for remaining employees.
- 4.2 "Disability" is a physical or mental condition for which treatment, as documented by a physician, prevents the employee from working.
- 4.3 "Illness" is a diagnosed medical problem, as documented by a physician, which results in the employee being unable to work.
- 4.4 "Family" as defined in Article 11 Sick Leave 3(b). Exceptions to the above may be made at the discretion of the Sick Leave Bank Committee.
- 4.5 "Family disability" is a physical or mental condition of a member of the employee's immediate family which requires the employee, as the only person who can provide the necessary constant care to be absent from work long term.
- 4.6 "Family illness" is a diagnosed medical problem, as documented by a physician, which requires the employee as the only person who can provide the necessary constant care to be absent from work long term.
- 4.7 Either disability or illness may include ongoing treatments for those conditions at the discretion of the Sick Leave Bank Committee.

5. REVIEW

- 5.1 This plan will be reviewed on an annual basis.

APPENDIX F
INSURANCE BENEFITS SUMMARY (See Attached)

APPENDIX G

Drug and Alcohol Policy – Memorandum of Understanding

Outside Contract – ECSSO to participate on joint District committee, including representatives of the District, ECCTA, ECSSO to review and make recommendations to the Board of Trustees on revisions to the current Drug Free Workplace Policy including but not limited to testing procedures.

Mike Smith, ECSD

Leah Brady, ECSSO

Date

Date